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RECENT IMPORTANT DECISIONS.

Bankruptcy—Jurisdiction Over Partnership.—Pursuant to §5(c) of the Bankruptcy Act of 1898, providing that the court of bankruptcy which has jurisdiction of one member of a partnership may have jurisdiction of them all and of the administration of the partnership and individual property, *held* that a court having jurisdiction over one partner can take jurisdiction over the firm, without reference to whether the partnership is six months old, and whether there is any specific allegation as to the firm's principal place of business. *In Re Mitchell,* 219 Fed. 690.

The instant case seems to leave little room to doubt that the existence of the partnership, as an entity, for any considerable period prior to bankruptcy, is not necessary to confer jurisdiction, provided, meanwhile, at least one partner has resided within the jurisdictional limits for at least three months. Nor is it of any consequence that the business of the firm was carried on in another state or district or that the other partners reside in distant states. *Ex Parte Hall,* Fed. Cas. 5919; *In Re Penn,* Fed. Cas. 10927; *Whitson* v. *Farber Bank,* 105 Mo. App. 605. But if the petition is distinctly based on the ground of residence or domicile, it cannot be supported, if the court be convinced that none of the members of the firm had been domiciled within the district for a sufficient period. *In Re Blair,* 99 Fed. 76. But if the principal place of business of a partnership has been within a given district for the requisite length of time, the bankruptcy court sitting in that district will have jurisdiction of a voluntary or involuntary petition against the partnership irrespective of the fact that some of the partners may be non-residents. *Cameron* v. *Canieo,* Fed. Cas. 2340. And where the partnership has had its only place of business within a given judicial district for a period of more than three months before the filing of a petition in bankruptcy against it in such district, the court therein will have jurisdiction of the petition although during a part of that time, the only business carried on was that in the way of winding up the affairs of the firm by two of the partners, the others having withdrawn and retired. *In Re Blair,* 99 Fed. 76.

Bills and Notes—Fraud in Esse Contractus.—Action on a promissory note against the maker, by an indorsee for value before maturity. Plaintiff alleged the note was given to the payee, an attorney, for legal services in divorce proceedings. Defendant alleged in defense that she had, while in poor health and affected by eye trouble, signed the note under the belief induced by the payee that she was signing the divorce petition. *Held,* it was error to direct a verdict for the plaintiff and not to submit to the jury an issue of fraud *in esse contractus;* for if defendant without fault signed a note, being induced to believe it was an instrument of another character, she was not liable. *First Nat. Bank of Shenandoah* v. *Hall,* (Iowa 1915), 151 N. W. 120.

A person cannot be made a party to a contract without his consent, in the absence of negligence. So fraud or misrepresentation in the making of